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TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission: 23

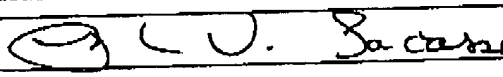
Application Number	09/759,163
Filing Date	1/16/2001
First Named Inventor	PESTONI et al.
Art Unit	3626
Examiner Name	MORGAN, Robert W.
Attorney Docket Number	ARC920000106US1

ENCLOSURES *(Check all that apply)*

- ☑ Fee Transmittal Form
- ☐ Fee Attached
- ☐ Amendment/Reply
- ☐ After Final
- ☐ Affidavits/Declaration(s)
- ☐ Extension of Time
- ☐ Express Abandonment Request
- ☐ Information Disclosure Statement
- ☐ Certified Copy of Priority Document(s)
- ☐ Response to Missing Parts/ Incomplete Application
- ☐ Response to Missing Parts under 37 CFR 1.52 or 1.53
- ☐ Drawing(s)
- ☐ Licensing-related Papers
- ☐ Petition
- ☐ Petition to Convert to a Provisional Application
- ☐ Power of Attorney, Revocation, Change of Correspondence Address
- ☐ Terminal Disclaimer
- ☐ Request for Refund
- ☐ CD, Number of CD(s) _____
- ☐ Landscape Table on CD
- ☐ After Allowance Communication to
- ☐ Appeal Communication to Board of Appeals and Interferences
- ☑ Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
- ☐ Proprietary Information
- ☐ Status Letter
- ☐ Other Enclosure(s) (please identify below):

Remarks

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Lacasse & Associates, LLC		
Signature			
Printed Name	Randy W. Lacasse		
Date	May 22, 2006	Reg. No.	34368

CERTIFICATE OF TRANSMISSION/MAILING

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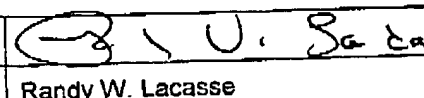
Signature			
Typed or printed name	Randy W. Lacasse	Date	May 22, 2006

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FEE TRANSMITTAL for FY 2005

Effective 10/01/2004. Patent fees are subject to annual revision.

☐ Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT $500

Complete if Known	
Application Number	09/759,163
Filing Date	1/16/2001
First Named Inventor	Pestoni et al.
Examiner Name	MORGAN, Robert
Art Unit	3626
Attorney Docket No.	ARC920000106US1

METHOD OF PAYMENT

☐ Check ☐ Credit Card ☐ Money Order ☐ Other

☒ Deposit Account:

Deposit Account Number: 09-0441

Deposit Account Name: IBM CORPORATION

The Director is authorized to: *(check all that apply)*

☒ Charge fee(s) indicated below ☒ Credit any overpayments

☒ Charge any additional fee(s) or any underpayment of fee(s)

☐ Charge fee(s) indicated below, **except for the filing fee** to the above-identified deposit account.

FEE CALCULATION

1. BASIC FILING FEE

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description	Fee Paid
1001	790	2001	395	Utility filing fee	
1002	350	2002	175	Design filing fee	
1003	550	2003	275	Plant filing fee	
1004	790	2004	395	Reissue filing fee	
1005	160	2005	80	Provisional filing fee	

SUBTOTAL (1) $ 0

2. EXTRA CLAIM FEES FOR UTILITY AND REISSUE

			Extra Claims		Fee from below	Fee Paid
Total Claims		-20** =		X		=
Independent Claims		-3** =		X		=
Multiple Dependent						=

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description
1202	18	2202	9	Claims in excess of 20
1201	88	2201	44	Independent claims in excess of 3
1203	300	2203	150	Multiple dependent claim, if not paid
1204	88	2204	44	** Reissue independent claims over original patent
1205	18	2205	9	** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2) $ 0

**or number previously paid, if greater; For Reissues, see above

FEE CALCULATION (continued)

3. ADDITIONAL FEES

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description	Fee Paid
1051	130	2051	65	Surcharge – late filing fee or oath	
1052	50	2052	25	Surcharge – late provisional filing fee or cover sheet	
1053	130	1053	130	Non-English specification	
1812	2,520	1812	2,520	For filing a request for *ex parte* reexamination	
1804	920*	1804	920*	Requesting publication of SIR prior to Examiner action	
1805	1,840*	1805	1,840*	Requesting publication of SIR after Examiner action	
1251	110	2251	55	Extension for reply within first month	
1252	430	2252	215	Extension for reply within second month	
1253	980	2253	490	Extension for reply within third month	
1254	1,530	2254	765	Extension for reply within fourth month	
1255	2,080	2255	1,040	Extension for reply within fifth month	
1401	340	1401	170	Notice of Appeal	
1402	500	2402	250	Filing a brief in support of an appeal	500
1403	300	2403	150	Request for oral hearing	
1451	1,510	1452	1,510	Petition to institute a public use proceeding	
1452	110	2452	55	Petition to revive – unavoidable	
1453	1,330	2453	665	Petition to revive – unintentional	
1501	1,370	2501	685	Utility issue fee (or reissue)	
1502	490	2502	245	Design issue fee	
1503	660	2503	330	Plant issue fee	
1460	130	1460	130	Petitions to the Commissioner	
1807	50	1807	50	Processing fee under 37 CFR 1.17(q)	
1806	180	1806	180	Submission of Information Disclosure Stmt	
8021	40	8021	40	Recording each patent assignment per property (times number of properties)	
1809	790	2809	395	Filing a submission after final rejection (37 CFR 1.129(a))	
1810	790	2810	395	For each additional invention to be examined (37 CFR 1.129(b))	
1801	790	2801	395	Request for Continued Examination (RCE)	
1802	900	1802	900	Request for expedited examination of a design application	

Other fee (specify): _____

*Reduced by Basic Filing Fee Paid SUBTOTAL (3) $500

Name (Print/Type)	Randy W. Lacasse	Registration No.	34,368	Telephone	703-838-7683
Signature	R W. Lacasse			Date	May 22, 2006

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Application No. 09/759,163
Group Art Unit 3626
Docket No: ARC920000106US1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPEAL BRIEF – 37 C.F.R § 1.192

U.S. Patent Application 09/759,163 entitled,

"CONTENT INSURANCE"

Real Party in Interest: International Business Machines Corporation

Related Appeals and Interferences:

None

Status of Claims:

Claims 1-32 are pending.

Claims 9-32 have been withdrawn from consideration.

Claims 1-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over "eMedia-IT and Lloyds of London Provide Global Insurance for Digital Content" by PR Newswire in view of U.S. Patent No. 6,708,157 to Stefik et al.

Claims 1-8 are hereby appealed.

Status of Amendments:

No amendments filed after final rejection.

Summary of Claimed Subject Matter:

(NOTE: All citations are made from the original specification, including the figures.)

The presently claimed invention provides a method to enable a purchaser of digital content (figure 1a, step 1) (over a communications network – page 13, lines 4,5) to additionally purchase insurance (figure 2a, step 3) against future loss (page 13, lines 3-9, etc) or format incompatibility (page 13, lines 10-16). The insurance provides the purchaser the means to replace the original digital content (page 13, line 9) with a copy (figure 2b, steps 4 and 5) in the

same or a new encoding format of the original (page 13, line 13, etc.).

Grounds of Rejection to be Reviewed on Appeal:

1. Was a proper rejection made under 35 U.S. C. § 103(a) using existing USPTO guidelines?

ARGUMENT:

Arguments made in previous responses, as well as specific responses to the examiner's final rejection will follow below. However, the fact remains that the prior art provided and applied in the rejection cannot properly correlate with the elements of the claims, nor render them obvious.

Specifically, the present invention provides a method of purchasing content insurance that enables one to retrieve the same purchased content at a later time. ~~In addition, as time~~ passes, recording formats change (e.g. MPEG2, MPEG3 (MP3), MPEG4, etc.) and thus the insurance also allows the purchaser to retrieve the same purchased content in a new modern format. The prior art is silent on the required claimed steps to retrieve originally purchased content based on an insurance claim (original or new format).

The examiner has repeated (4 times in the final office action) the following passage from a prior art reference (eMedia-IT and Lloyds of London Provide Global Insurance for Digital Content; PR Newswire):

"Newswire teaches coverage includes, but is not limited to, loss of service, defamation of subscriber's reputation or character, infringement of any privacy, plagiarism, piracy, infringement of copyright, and damage to files."

It is surmised that the examiner repeats this section a multiplicity of times because the reference provides no other discussion on content insurance and fails to describe any processes or steps to implement their idea, and thus the presently claimed inventive elements.

While this exhaustive list gives the purchaser many coverages, it is missing many

important and patentably distinct claimed elements. First, Newswire does not include steps to provide the user their original content back. Newswire describes a third party databank storage service. The insurance appears to be simply monetary compensation for losing a client's data files (or other problems associated with their handling of the client's data). Second, it does not store purchased digital content; it retains bulk storage of files, etc. Because no third party version of your data exists (e.g. an artist's MP3 song), the insurance can not return your purchased content to you. In other words, if they lose your data, no provisions appear within the reference to return to you the original content. Fourth, no filing of insurance claims or purchaser identification or tracking steps are recited (as presently claimed).

The examiner has added a second reference, Stefik et al. (USP 6,708,157), because the primary reference provides neither the result nor the means to implement the claim elements. Stefik, provides a method whereby data repositories transfer and charge for original digital works. A digital work receives a digital usage rights ticket and as it is copied throughout the network, the ticket is decremented and the owner compensated. In other words, Stefik is directed to limited usage rights and royalty compensation. Stefik is not directed to purchasing insurance on purchased data content, not directed to processing insurance claims, not directed to insuring future replacement of the same purchased content, and not directed to replacement of the same purchased content in a new format. These, and other claim elements, were missing from the primary reference. If the original reference does not provide for these claimed elements, and the secondary reference does not provide for these claimed elements, applicant's contend that the combination cannot provide for the claimed elements.

The examiner attempts to equate the "back-up" copy function of Stefik as the claimed

replacement elements. However, Stefik's back-up copy is simply a well known method of making a back-up copy. No nexus between insurance and replacement of original purchased content exists, in fact just the opposite. Specifically, in col. 38, lines 19, 20, it is cited "... the server verifies that the contents file is available (i.e. a digital work corresponding to the request has been backed-up.) If it is not, it ends the transaction with an error." (emphasis added) Only if the requester (column 37, lines 44+) initiates a request to make a back-up copy does a future copy exist. In other words, a user makes a back-up copy or loses future access. No insurance is purchased which will provide purchased content replacement upon loss.

The examiner attempts to equate an upgrade feature with format replacement. First, the claims must be read in light of the specification. Specifically, page 13, lines 10-16, etc., teach of a new digital format, not a new software upgrade. It is well known in the art that a software upgrade is advantageous when offering software improvements, new features, or fixes for old problems. A new software upgrade would not be a "copy of the specified purchased content" (claim 4, line 7); it would be a new software package with new content. Therefore, Stefik's upgrade feature (content change) does not equate to the presently claimed format change.

Finally, the examiner has cited 14 court cases which are concerned with the proper combination of references under 35 USC § 103, but then does not provide the factual evidence of a proper combination, nor is a recitation of all of the claim elements given. For example, as previously cited, neither reference provides for any of the insurance claim processing steps. The examiner appears to focus on the following reason for a proper combination (see office action dated 1/20/06, page 7, starting on line 4). "In addition, the primary motivation for combining the respective teachings of Newswire and Stefik et al. was clearly recited as " ...providing a reliable

and secure way of protecting and compensating a user in case of a catastrophic media failure" (emphasis added). Granted, this appears to be the essence of the Newswire reference, but the examiner fails to provide insight into his reasons as to why you would then combine this with Stefik. Stefik is not directed to these features, but rather is concerned with royalty payment between servers (repositories). Thus applicant's respectfully submit that one of ordinary skill in the art would not make the combination. The examiner repeats his position multiple times through page 8 of the response and each time only provides the essence of the Newswire article and never recites how this relates to the Stefik teachings, nor addresses a factual motivation for combining the two references.

REJECTIONS UNDER 35 USC § 103

Claims 1-8 stand rejected under 35 USC § 103(a) as being unpatentable over "eMedia-IT and Lloyds's of London Provide Global Insurance for Digital Content," by PR Newswire (hereafter "eMedia-IT") in view of Stefik et al. (USP 6708157).

The examiner has cited that he has not given the amended (non-final amendment dated 11/1/05) limitation "purchased" any patentable weight because the recitation occurs in the preamble and because the body of the claim does not depend on the preamble. However, the examiner appears to misread the claim as amended or misapplies *In re Hirao* or *Kropa v. Robie,* as this limitation is in fact used throughout the body of the claim. Specifically, "purchased digital content" is cited in lines 4, 5, 7, 9, and 11. The process steps from the body of the claim do not stand on their own without this limitation. It is respectfully requested that the amended language be given its proper weighting.

With respect to the art rejection, to establish a prima facie case of obviousness under U.S.C. § 103, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. Additionally, the teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure (In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991)). Applicant contends, as will be seen from the arguments below, that the Examiner has failed to establish a prima facie case of obviousness under 35 U.S.C. § 103 (a).

The examiner has provided a rejection of claims 1-8 based on a combination of two references. The first reference, eMedia-IT, is directed to a networked storage facility which stores a user's digital files (e.g. data). Of apparent interest to the examiner was the use of the term "insurance". However, the term insurance appears to refer to traditional compensation when eMedia-IT loses a user's data files. eMedia-IT provides no means to return to the user a copy of original purchased digital content. In addition, eMedia-IT does not provide a means to return to the user a different encoding format of the original. The examiner simply included the reference because it uses a similar term "insurance", but has failed to require the terminology to be consistent in functionality and interpretation. The elements of the claims must be functionally similar and must be interpreted fully in light of the corresponding specification, claims and

drawings.

The second reference, US patent 6,708,157, hereafter Stefik, is directed to a "System For Controlling The Distribution And Use Of Digital Works Using Digital Tickets". The examiner has included the Stefik reference to compensate for eMedia-IT's failure to provide a means to recover lost purchased digital content (as is required by the claims). Stefik is directed to digital usage rights, and as will be detailed below, does not provide the elements of the claim either singularly or in combination with eMedia-IT.

Additionally, the teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure (In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991)). As eMedia-IT clearly provides no means to compensate the consumer with a new copy or new copy in a new encoding format, there is a complete failure to recognize or solve the problems being addressed by the presently claimed invention. There simply is no reason to combine eMedia-IT with Stefik other than the examiner's reading of the claim requirements. There is no suggestion, motivation, or teaching that would lead one to make such a combination as eMedia-IT teaches no ability to provide copies upon failure or loss. One obvious reason for this, is that eMedia-IT is simply backing up a consumer's own data files, not providing consumer purchased digital content, i.e. content from a third party (e.g. music or software). As such, they have no access to the original data itself once lost or destroyed. In addition, as they only store the user's own data, there is no upgrading to future encoding formats. eMedia-IT's focus on securely storing a user's data teaches away from Stefik as Stefik is interested in distribution of an author's digital works, not the user's. As the references provide no explicit teaching, motivation, or suggestion and the

examiner has failed to provide a sufficient reason to combine their teachings, the rejection is deemed improper and the rejection is respectfully requested to be removed.

Claim 1 rejection:

Claim 1 requires at least the following elements not provided nor suggested by the references individually or in combination:

- A method of insuring purchased distributed digital content
- receiving an indication a consumer has purchased content insurance on specified purchased digital content distributed via communication networks
- said content insurance insuring said consumer against loss of said specified purchased digital content
- maintaining information identifying said consumer and indicating said consumer has purchased content insurance on said specified purchased digital content

The eMedia-IT reference simply offers insurance (traditional monetary compensation) against loss of a user's own data stored on the eMedia-IT system. Referring to eMedia-IT, page 1, last line of 2nd paragraph of Abstract, "secure storage medium" and page 2, paragraph 7 "store, revise, track, and distribute their (emphasis added) files throughout the world". eMedia-IT does not teach, nor suggest insuring, tracking, or recovering digital content (purchased or otherwise). Stefik is not directed to a method of insuring purchased distributed digital content, and is silent with respect to purchasing any type of insurance, and therefore cannot provide the method steps necessary to provide such a feature. Therefore, the combination of references does not provide,

nor suggest a method of insuring purchased distributed digital content.

Claim 1 additionally requires at least the following elements not provided nor suggested by the references individually or in combination:

- receiving an indication said consumer has made a claim to recover lost digital content
- verifying said lost digital content is the same as said specified purchased digital content for which said content insurance was also purchased

Neither the eMedia-IT reference nor the Stefik patent provide nor suggest steps to process a claim against an insured loss and therefore cannot provide the receiving and verifying steps of claim 1.

Claim 1 additionally requires at least the following element not provided nor suggested by the references individually or in combination:

- enabling said consumer to receive a new copy of said specified purchased digital content via said communication networks.

Neither the eMedia-IT reference nor the Stefik patent provide nor suggest steps enabling said consumer to receive a new copy of said specified purchased digital content via said communication networks. The examiner has referred to the "restore transaction" feature as disclosed by Stefik in column 38 as equating to the "new copy of said specified purchased digital

content via said communication networks" as claimed. First, this is not a new copy. It is simply a restored back-up copy. Referring to column 37, lines 20+, "A Backup transaction is a request to make a back-up copy of a digital work, as a protection against media failure" and column 38, lines 19-21, "...a digital work corresponding to the request has been back-ed up.) If it is not, it ends the transaction with an error". Another words, when a user first downloads a digital work, they make a locally stored back-up copy which can be restored at a later time (a very common feature in the software community). If the user does not make a back-up copy or their local storage fails, they cannot restore the data. The present invention does not require the user to make back-up copies, but rather purchase insurance which will provide them new copies upon the loss of their existing purchased digital content.

Claim 2 rejection:

Claim 2 requires at least the following elements not provided nor suggested by the references individually or in combination:

- A method of insuring purchased distributed digital content for a consumer of said purchased digital content, wherein said new copy of said specified purchased digital content is in the same format as said lost digital content.

As explicitly pointed out by the examiner, eMedia-IT does not provide a new copy of lost data and therefore is silent with respect to format. Stefik does not insure purchased digital content and therefore the format is not applicable.

Claim 3 rejection:

Claim 3 requires at least the following elements not provided nor suggested by the references individually or in combination:

- wherein said content insurance further allows said consumer to upgrade said specified purchased digital content to a new encoding format

As explicitly pointed out by the examiner, eMedia-IT does not provide a new copy of lost data and therefore is silent with respect to format. Stefik does not insure purchased digital content and therefore the format is not applicable. In addition, Stefik's reference to new software versions purchased at a later time for a reduced fee is not applicable. As is well known in the art, a new version of software typically involves feature upgrades and/or error corrections and is not directed to encoding format. Stefik does not describe, nor suggest any encoding format changes as is claimed by the present invention. The examiner is respectfully requested to particularly point out in the Stefik reference where a software version upgrade equates to a change in encoding format.

Claim 4 rejection:

Claim 4 requires at least the following elements not provided nor suggested by the references individually or in combination:

receiving an indication said consumer has made a claim to upgrade digital content to a new format;

verifying said digital content to be upgraded is the same as said specified purchased digital content for which said content insurance was also purchased;

enabling said consumer to receive a new copy of said specified purchased digital content encoded in a new encoding format via said communication networks.

Previous claim 1-3 arguments collectively address the failure of the references to meet claim 4 elements.

Claim 5 rejection:

Claim 5 requires at least the following elements not provided nor suggested by the references individually or in combination:

- charging said consumer an amount for said new copy of said specified purchased digital content encoded in a new encoding format which is a fraction of the price for a new purchase of said specified purchased digital content in said new encoding format

The above claim 3 arguments are applicable to claim 5 elements.

Claim 6 rejection:

Claim 6 requires at least the following elements not provided nor suggested by the references individually or in combination:

- a limited number of format upgrades or a limited time for which upgrades are available with the option of renewal

The above claim 3 arguments are applicable to claim 6 elements. Specifically, Stefik does not describe payment for encoding format upgrades. In addition, the present invention is not limited to a single upgrade as is the Stefik patent. And finally, Stefik is silent as to any "limited time" periods.

Claim 7 rejection:

Claim 7 requires at least the following elements not provided nor suggested by the references individually or in combination:

- said content insurance was purchased at a cost which is a fraction of the price of said specified purchased digital content.

eMedia-IT does not discuss the relative cost of the insurance to the purchased digital content as there is no purchased content in the eMedia-IT. The $250 cost is a yearly fee, not a per purchased digital content fee. In addition, eMedia-IT's references to nominal cost and $250 are in direct conflict with the $10 copyright charges discussed in the Stefik patent (column 17, line 59). It is clear they are not describing similar features. And finally, Stefik does not sell the consumer insurance and therefore cannot satisfy the claim language elements.

Claim 8 rejection:

Claim 8 requires at least the following elements not provided nor suggested by the references individually or in combination:

- wherein the terms and conditions of said content insurance includes any of: restrictions on the number of claims that can be filed, payment of a deductible for a claim, requiring disclosure of private information by said consumer when making a claim, or having a limited term with the option of renewal

Both references are silent on all of these features. Column 47, lines 23-25 of Stefik only refer to a single upgrade restriction and no other restrictions.

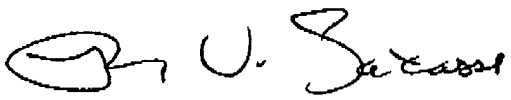
SUMMARY

As has been detailed above, none of the references, cited or applied, provide for the

specific claimed details of applicants' presently claimed invention, nor renders them obvious. It is believed that this case is in condition for allowance and reconsideration thereof and early issuance is respectfully requested.

As this Appeal Brief has been timely filed within the set period of response, no petition for extension of time or associated fee is required. However, the Commissioner is hereby authorized to charge any deficiencies in the fees provided, to include an extension of time, to Deposit Account No. 09-0441.

Respectfully submitted by
Applicant's Representative,



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Claims Appendix:

1. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, said method comprising:

receiving an indication a consumer has purchased content insurance on specified purchased digital content distributed via communication networks, said content insurance insuring said consumer against loss of said specified purchased digital content;

maintaining information identifying said consumer and indicating said consumer has purchased content insurance on said specified purchased digital content;

receiving an indication said consumer has made a claim to recover lost digital content;

verifying said lost digital content is the same as said specified purchased digital content for which said content insurance was also purchased;

enabling said consumer to receive a new copy of said specified purchased digital content via said communication networks.

2. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 1, wherein said new copy of said specified purchased digital content is in the same format as said lost digital content.

3. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 1, wherein said content insurance further allows said consumer to upgrade said specified purchased digital content to a new encoding format.

4. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 3, said method further comprising:

receiving an indication said consumer has made a claim to upgrade digital content to a new format;

verifying said digital content to be upgraded is the same as said specified purchased digital content for which said content insurance was also purchased;

enabling said consumer to receive a new copy of said specified purchased digital content encoded in a new encoding format via said communication networks.

5. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 4, said method further comprising:

charging said consumer an amount for said new copy of said specified purchased digital content encoded in a new encoding format which is a fraction of the price for a new purchase of said specified purchased digital content in said new encoding format.

6. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 5, wherein the terms and conditions of said content insurance includes any of: a limited number of format upgrades or a limited time for which upgrades are available with the option of renewal.

7. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 1, wherein said content insurance was purchased at a cost which is a

fraction of the price of said specified purchased digital content.

8. A method of insuring purchased distributed digital content for a consumer of said purchased digital content, as per claim 1, wherein the terms and conditions of said content insurance includes any of: restrictions on the number of claims that can be filed, payment of a deductible for a claim, requiring disclosure of private information by said consumer when making a claim, or having a limited term with the option of renewal.

Evidence Appendix

None

Related Proceedings Appendix

None